CITY OF MIDDLETOWN PURCHASING DEPARTMENT

ADDENDUM #3 TO BID #2013-008

Wastewater Force Main – Mattabassett Regionalization Project

Date Issued: September 11, 2013

ALL BIDDERS ARE HEREBY ADVISED OF THE FOLLOWING AMENDMENTS TO THE CONTRACT BID DOCUMENTS:

ADDENDUM #3 INCLUDES THE FOLLOWING ITEMS:

ITEM 1 – REVISED BID PROPOSAL PAGES

ITEM 2 - REVISED SPECIFICATION SECTION 700

ITEM 3 – REVISED DRAWINGS C104 AND C114

ITEM 4 - TREE REMOVAL WITHIN CT DOT HIGHWAY RIGHT-OF-WAY

ITEM 5 – STONE BALLAST FOR RAILROAD BED

ITEM 6 – WATER FOR FORCE MAIN TESTING

ITEM 7 – CITY OF MIDDLETOWN PERMITS

ITEM 8 – QUESTIONS AND ANSWERS

REVISED DRAWINGS C503 AND C504

REVISED SPECIFICATION SECTIONS 102, 107 AND 109

INVITATION TO BID

Tuesday, October 1, 2013 at 11 AM

PLEASE VERIFY THAT YOU HAVE RECEIVED THIS NOTIFICATION IN THE SPACE BELOW AND FAX OR EMAIL THIS PAGE BACK TO THE PURCHASING DEPARTMENT.

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EMAIL: purchase@middletownct.gov

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM #3: _____

COMPANY NAME

All bidders are hereby advised of the following amendments to the contract bid documents which are hereby made an integral part of the specifications for the subject project, prepared by the City of Middletown to the same extent as all other documents. All work shall conform to the standards and provisions of same. Bids submitted shall be deemed to include contract document information as shown in Addendum No. 3. General bidders shall notify sub-bidders that may be affected by this addendum as applicable. Bidders shall be required to acknowledge receipt of this addendum in the space provided on the Bid Proposal Form 2-2.

Failure to acknowledge receipt of this addendum by the bidder may result in the rejection of their bid. Bidders are directed to review changes to all portions of the work as changes to one portion may affect the work of another.

***BIDDER NOTE: If you have already submitted a bid you shall be required to acknowledge receipt of this addendum under separate cover in a sealed envelope clearly marked with the bid number and description. This acknowledgment must be received by the time and date specified to be accepted by the City

ADDENDUM #3

ITEM 1 – REVISED BID PROPOSAL PAGES

Delete Section 2 (pp. 2-1 through 2-15) in its entirety and replace with the revised Section 2 (pp. 2-1 through 2-16) attached to this Addendum #3.

ITEM 2 – REVISED SPECIFICATION SECTION 700

Delete Specification Section 700, Measurement and Payment (pp. 700-1 through 700-20), in its entirety and replace with the revised Section 700 (pp. 700-1 through 700-21) attached to this Addendum #3.

ITEM 3 - REVISED DRAWINGS C104 AND C114

Drawings C104 and C114 are hereby replaced with the revised Drawings C104 and C114 attached to this Addendum #3. The Drawings were revised as follows:

- Revised sewer pipe crossing under railroad at STA 14+84 (Drawings C104 and C114). Please refer to Q1 under Item 8, Questions and Answers, below.
- Revised location of Junction Vault #1 and buried fittings outside the vault to resolve discrepancy with the end limit of open cut and cover installation in that same area (Drawings C104 and C114).
- Added geologic description for "Alluvial Deposits (Sand and Organics)" to the profile on Drawing C114 that
 was missing from the previous revision issued for bid.

ITEM 4 - TREE REMOVAL WITHIN CT DOT HIGHWAY RIGHT-OF-WAY

Pursuant to Q7 from Addendum #2, the Connecticut Department of Transportation (CT DOT) advised that trees between Route 9 highway southbound and the Providence and Worcester Railroad right-of-way shall be removed from the following areas, and the Contractor shall schedule and convene a meeting with CT DOT, the Owner and the Engineer prior to commencing Work in these areas:

- 1. STA 15+00 to STA 23+00 Remove all trees and stumps. Restore the area with grass in accordance with the Contract Documents.
- 2. STA 75+00 to STA 112+00 Remove all trees. Stumps shall remain in place and treated with herbicide to limit regrowth.

Revise the words "Tree Warden" to "chief elected official" in the first sentence of Specification Section 104, Clearing and Grubbing, paragraph 2(b), for consistency with C.G.S. Sec. 13a-140.

ITEM 5 – STONE BALLAST FOR RAILROAD BED

A new Bid Item #52 for Railroad Stone Ballast is hereby added to the Contract and is reflected in the revised Bid Proposal Pages and revised Section 700 attached to this Addendum #3. The Contractor shall furnish, install, and compact stone ballast to the extent wherever the railroad track is removed by others in conjunction with the Work. Please refer to comment 4 in the July 3, 2013 letter from the Providence and Worcester Railroad Company (P&W RR) in Exhibit D to the Specifications. This Bid Item will also include furnishing Railroad Stone Ballast for others to install after the Contractor reaches the finished grade elevation specified by P&W RR for final reinstallation of the track (also performed by others).

ITEM 6 - WATER FOR FORCE MAIN TESTING

An allowance for Water for Force Main Testing is hereby added to the Contract as new Bid Item #53 and is reflected in the revised Bid Proposal Pages and revised Section 700 attached to this Addendum #3.

Revise the first sentence of paragraph 3.05I in Specification Section 02615, Force Main Piping and Appurtenances, to read, "The Contractor shall provide all materials, **excluding** water,..."

ITEM 7 – CITY OF MIDDLETOWN PERMITS

To satisfy State Clean Water Fund requirements, a new Bid Item #55 for an allowance for permit authorizations required by the City of Middletown for the Work is hereby added to the Contract and is reflected in the revised Bid Proposal Pages and revised Section 700 attached to this Addendum #3. The bond and insurance requirements for the City Department of Public Works Excavation Permit are attached to this Addendum #3. A special permit and bond is required by Section 262-38 of the Middletown Code of Ordinances to close any City street, street lane or any portion of a lane, or perform work in any manner that would require any vehicles to have to stop, slow down, or deviate from the vehicle lane in any manner.

ITEM 8 – QUESTIONS AND ANSWERS

- Q1: Reference is made to the railroad crossing (pipe jacking) shown on Plan Sheet C104. The jacking pit shown at Station 14+40 +/- scales out at twenty (20) feet long. However, the drive face of the pit is shown five (5) past the end of the 48" casing pipe. In speaking with the pipe jacking subcontractors we are being told that they will require a minimum twenty eight (28) foot long pit measured from the face of the 48" casing pipe. Based upon this requirement the jacking pit will by necessity extend into the pavement in Dekoven Drive. Is this acceptable? If so, what protective measures will be required where the pit extends into the pavement?
- A1: Please refer to the revised Drawing Nos. C104 and C114 attached to this Addendum #3. The sewer pipe crossing under the railroad at STA 14+84 was revised to accommodate a 28-ft long entry pit that does not extend into the pavement of Dekoven Drive.
- Q2: The sheeting specifications for the jacking and receiving pits provided by the P&W Railroad call for the sheeting to be removed upon completion of the work. Contrary to the written specification, it has been our experience that the railroad may require a portion of the sheeting to remain in place and that this decision is made on a case-by-case basis. If the railroad decides that a portion of the sheeting has to be left in place, how will the contractor be compensated for this additional cost?
- A2: The Providence and Worcester Railroad Company advises that it will not require any portion of the steel sheeting to remain in place. The excavation shall be backfilled or otherwise supported during removal of the sheeting in accordance with the Contract Documents and instructions by the P&W RR.
- Q3: In reviewing the boring logs for this project we note that there are very low blow counts (1's, 2's and "WOH" (weight of hammer) in the vicinity of junction vaults 1, 3 and 4, air valve manholes 2, 4 and 5, and drain manholes 2 and 4. Were these poor soil conditions taken into account during the design phase of this project? It is our concern that the in-situ materials may not provide a suitable foundation for these structures which could cause these structures to settle.
- A3: Excavations shall be kept dry in accordance with the Contract Documents. Install geotextile under the screened gravel base of all Junction Vaults, Air Valve Manholes, and Force Main Drain Manholes as shown in the details on the revised Drawing Nos. C503 and C504 attached to this Addendum #3. Geotextile for these structures shall be included in their respective unit costs and is reflected in the revised Section 700 attached to this Addendum #3. The Contractor shall use only static or other non-vibratory compaction equipment. Please delete Specification Sections 102, 107 and 109 in their entirety and replace with the revised Sections 102, 107 and 109 attached to this Addendum #3.
- Q4: Under the General Requirements Pg. 1-8 par. C. Subcontractor Requirements, it states that subs have to carry the same insurance and presumably limits as well as the successful bidder. This project required a \$10,000,000 umbrella policy, \$10,000,000 environmental impairment insurance as well as a Builders' Risk policy. Are these limits the same for both or can they be lowered or deleted for subcontractors due to the expense and ability of subs to even obtain such insurance?
- A4: Article 1.17C of the Information for Bidders states "Any deviation and/or modification of this requirement must be reviewed and approved by the City's Risk Manager, whose approval will not be unreasonably

withheld." The insurance requirements of any subcontractor will be reviewed by the City's Risk Manager prior to acceptance. At a minimum, any subcontractor will be expected to carry the City's standard \$1,000,000 limit of liability.

- Q5: Does the Builders Risk insurance need to be for the full value of the project? This seems unnecessary due to the material portion of this project.
- A5: The Builder's Risk Insurance shall be in an amount that is, at minimum, equal to the total estimated value of the property (i.e., equipment & materials) stored on-site, off-site or in transit specifically relative to the use of, and incorporation into, this construction project.
- Q6: Is there a frequency of train use available from P & W Railroad? This is used in the pricing of Railroad Liability Insurance.
- A6: The Providence and Worcester Railroad Company advises that there will be two (2) trains per day (no passenger trains) traveling at 10 mph maximum speed, and that no slow orders will be in effect.
- Q7: Is testing cost plus on this project? There is conflicting wording in the Specs.
- A7: The allowable markup on laboratory testing services is 5% as specified in Article 6.24(j) of the Special Conditions, Section 6, and in Specification Section 01020, Allowances, paragraph 1.01D. All tests ordered by the Engineer (except those for controlled materials) that show Work in compliance with the Contract Documents will be paid for under the allowance for Laboratory Testing Services, Bid Item #21.
- Q8: Do the concrete bins in the WSA have to be removed at the end of the project or can they be left there for future use at the Contractor's option?
- A8: The bins shall remain at the WSA for future use during pump station construction contract.

Revise the first sentence of paragraph 1.01A in Specification Section 01525, Temporary Waste Stockpile Area, to read, "Work under this Section shall consist of securing, construction and management of the Temporary Waste Stockpile Area (WSA)..."

Delete paragraph 3.01E in its entirety from Section 01525 and replace with the following:

E. Upon completion of the Project and following removal of all residual Controlled Materials, the Contractor shall remove all remaining materials such as polyethylene sheeting and sand bags. Materials shall be disposed of by the Contractor as solid waste in accordance with the Contract Documents and all Federal, State and local regulations.

Add the following paragraph 3.01F to Section 01525:

F. The bins/concrete blocks, chain-link fence and gate shall remain in place at the WSA as directed by the Engineer and become the property of the Owner.